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11 Attorneys for non-parties Fox Broadcasting  
12 Company, LLC, Fox Sports 1,  
13 LLC (as successors-in-interest to  
14 Fox Cable Networks, Inc. and Fox  
15 Broadcasting Company), and Big  
16 Ten Network, LLC

17 *List of Defendants' counsel appears in signature block*

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**UNITED STATES DISTRICT COURT FOR THE**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

In re College Athlete NIL Litigation

Case No. 4:20-cv-03919 CW

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**JOINT STIPULATION PURSUANT TO  
PROTECTIVE ORDER RE: DISCLOSURE  
OF CONFIDENTIAL NETWORK  
AGREEMENTS TO DEFENDANTS'  
EXPERT**

[Proposed] Order filed concurrently

## **Joint Stipulation**

Pursuant to the operative stipulated protective orders and amendments in place in this action dated December 22, 2020 [ECF 137] and February 8, 2021 [ECF 148] (the “Protective Orders”), non-parties Fox Broadcasting Company, LLC and Fox Sports 1 (as successors-in-interest to Fox Cable Networks, Inc. and Fox Broadcasting Company), and the Big Ten Network, LLC (collectively, “Fox”), Defendants, and Defendants’ retained expert Robert Thompson entered into an agreement (the “Agreement”) concerning conditions on Mr. Thompson’s ability to view certain “Network Strictly Confidential” materials. At the time that Fox, Defendants, and Mr. Thompson entered into the Agreement, Mr. Thompson had not yet been disclosed as Defendants’ expert in this action.

Now that Defendants have disclosed Mr. Thompson as their retained expert, Defendants and Fox stipulate to the entry of an Order reflecting the terms of their Agreement. This stipulation is made pursuant to the February 8, 2021, Protective Order [ECF 148], ¶¶ 14-16 (governing parties' duty to disclose expert witnesses to non-party networks, networks' right to object to disclosure of confidential materials, and the Court's power to restrict such disclosure), for the following reasons:

WHEREAS, Fox manages and operates several sports networks, sites, and platforms including, but not limited to, FOX, Fox Sports 1, Fox Sports 2, and the Big Ten Network (“BTN”).

WHEREAS, in connection with the management and operation of these networks, Fox has secured telecast and other media rights to certain college football and other sports games (the "telecast rights").

WHEREAS, the telecast rights are memorialized in confidential agreements and referenced in various other confidential documents previously produced in litigation in the actions captioned *In re NCAA Athletic Grant-in-Aid Cap Antitrust Litigation*, United States District Court, Northern District of California, Case Nos. 4:14-md-2541-CW and 4:14-cv-2758-CW, and subsequently deemed by the parties and the court to have been produced in this action.

WHEREAS, Fox's confidential material produced in this action is subject to the Protective Orders, and Fox is not a party to this action but has standing to protect its confidential information pursuant to the Protective Orders.

1        WHEREAS, the February 8, 2021, Protective Order [ECF 148] provides that parties must  
2 disclose to non-party networks the identities of parties' experts and consultants prior to disclosing  
3 certain "Network Strictly Confidential" materials to those experts.

4        WHEREAS, Fox also has the right to object, as appropriate, to party experts' ability to  
5 access confidential agreements and information under the Protective Order.

6        WHEREAS, following this procedure, Defendants identified Mr. Thompson to Fox as  
7 Defendants' retained expert.

8        WHEREAS, Mr. Thompson is a sports media consultant. He previously served as the  
9 President of Fox Sports Networks.

10       WHEREAS, Fox timely asserted a qualified objection to Defendants' disclosure of Fox's  
11 Network Strictly Confidential materials to Mr. Thompson.

12       WHEREAS, Fox and Defendants reached an agreement to place conditions on the  
13 disclosure of Fox's Network Strictly Confidential materials to Mr. Thompson.

14       NOW, THEREFORE, IT IS HEREBY JOINTLY STIPULATED AND AGREED, subject  
15 to the Court's approval that:

- 16       1. If Mr. Thompson is given access to any of Fox's Network Strictly Confidential materials,  
17 he will maintain their confidentiality consistent with the Protective Orders;
- 18       2. If Mr. Thompson is given access to Fox's Network Strictly Confidential materials, then he  
19 may not serve as a consultant for (or otherwise assist) any Defendant conference in  
20 connection with negotiation for any prospective telecast rights regarding college football  
with Fox or any Fox-affiliated and controlled company through May 30, 2025; and
- 21       3. In the course of Mr. Thompson's work in the Action, he must not use or disclose any  
22 confidential Fox information he learned while employed by Fox that has not otherwise  
23 been disclosed as part of the Action.

24       Dated: February 8, 2023

Defendant Atlantic Coast Conference

25       By:

  
D. Erik Albright  
FOX ROTHSCHILD LLP

26       On behalf of Defendant Atlantic Coast Conference

1 Dated: February 7, 2023 *Defendant The Big Ten Conference, Inc.*

2 By:   
3 Britt Miller  
4 Daniel Fenske  
5  
6 MAYER BROWN LLP  
7 On behalf of Defendant The Big Ten Conference, Inc.  
8  
9 Dated: February   , 2023 *Defendant The Big Twelve Conference, Inc.*

10 By:  
11 POLSINELLI PC  
12 On behalf of Defendant The Big Twelve Conference,  
13 Inc.  
14 Dated: February   , 2023 *Defendant National Collegiate Athletic Association*

15 By:  
16 WILKINSON STEKLOFF LLP  
17 On behalf of Defendant National Collegiate Athletic  
18 Association  
19 Dated: February   , 2023 *Defendant Pac-12 Conference*

20 By:  
21 COOLEY LLP  
22 On behalf of Defendant Pac-12 Conference  
23  
24  
25  
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1 Dated: February \_\_\_, 2023 *Defendant The Big Ten Conference, Inc.*

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7 MAYER BROWN LLP  
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9 On behalf of Defendant The Big Ten Conference, Inc.  
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14 POLSINELLI PC  
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16 On behalf of Defendant The Big Twelve Conference,  
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22 WILKINSON STEKLOFF LLP  
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27 Dated: February \_\_\_, 2023 *Defendant Pac-12 Conference*

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30 COOLEY LLP  
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32 On behalf of Defendant Pac-12 Conference

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7 MAYER BROWN LLP  
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9 On behalf of Defendant The Big Ten Conference, Inc.

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12 By:  
13 POLSINELLI PC  
14  
15 On behalf of Defendant The Big Twelve Conference,  
16 Inc.

17 Dated: February 3, 2023 *Defendant National Collegiate Athletic Association*

18  
19 By:  
20   
21 WILKINSON STEKLOFF LLP  
22  
23 On behalf of Defendant National Collegiate Athletic  
24 Association

25 Dated: February \_\_\_, 2023 *Defendant Pac-12 Conference*

26  
27 By:  
28 COOLEY LLP  
29  
30 On behalf of Defendant Pac-12 Conference

1 Dated: February \_\_\_, 2023 *Defendant The Big Ten Conference, Inc.*

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4 Britt Miller  
5 Daniel Fenske  
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7 MAYER BROWN LLP  
8  
9 On behalf of Defendant The Big Ten Conference, Inc.

10 Dated: February \_\_\_, 2023 *Defendant The Big Twelve Conference, Inc.*

11  
12 By:  
13 POLSINELLI PC  
14  
15 On behalf of Defendant The Big Twelve Conference,  
16 Inc.

17 Dated: February \_\_\_, 2023 *Defendant National Collegiate Athletic Association*

18  
19 By:  
20 WILKINSON STEKLOFF LLP  
21  
22 On behalf of Defendant National Collegiate Athletic  
23 Association

24 Dated: February 7, 2023 *Defendant Pac-12 Conference*

25 By:   
26 COOLEY LLP  
27  
28 On behalf of Defendant Pac-12 Conference

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Dated: February 3, 2023

*Defendant Southeastern Conference*

By:



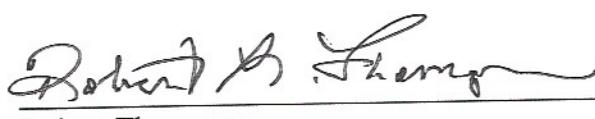
ROBINSON BRADSHAW & HINSON, P.A.

On behalf of Defendant Southeastern Conference

Dated: February 2, 2023

*Mr. Robert Thompson*

By:

  
Robert Thompson

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Dated: February 10, 2023

*Fox Broadcasting Company LLC and Fox Sports 1, LLC (as successors-in-interest to Fox Cable Networks, Inc. and Fox Broadcasting Company), and Big Ten Network, LLC*

By:

  
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David R. Singer  
Elizabeth Baldridge

JENNER & BLOCK LLP